

## ASSURANCE OF VOLUNTARY COMPLIANCE

**In the matter of**

**Saavoy List Management, Inc.,**

**Respondent.**

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The undersigned state and agree as follows:

1. The State of Iowa *ex rel.* Thomas J. Miller, Iowa Attorney General, enters into this Assurance of Voluntary Compliance ("Assurance") with Saavoy List Management, Inc. ("Respondent") to resolve the Attorney General's concerns regarding Respondent's compliance with Iowa Code § 714.16, the Iowa Consumer Fraud Act ("CFA"), in connection with the marketing of lists of prospective customers that are owned or distributed by a client of Respondent that may include Iowa residents under circumstances that the Attorney General contends suggest that such lists were generated in a manner that violated the CFA, and/or were to be used in a manner that would violate the CFA. "Lead list" for purposes of this Assurance refers to a list of individuals or entities regarded by a user of the list as potential customers in a commercial transaction.

2. Respondent denies that it, its agents, owners, officers, directors, or employees have engaged in any violation of Iowa law or are legally responsible for any conduct in violation of Iowa law. Respondent has agreed to enter into this Assurance in order to resolve the issues raised during the Attorney General's inquiry into Respondent's conduct up to the Effective Date. Respondent is entering into this Assurance solely for the purposes of settlement and nothing contained herein may be taken as or construed to be an admission or concession of any violation

of law or of any other matter of fact or law, or of any liability or wrongdoing, all of which Respondent denies.

3. The Effective Date of this Assurance is the date of the last signature below.

**IT IS THEREFORE AGREED** that Respondent and Respondent's employees, successors and assigns shall comply with the CFA in connection with the management, brokering, purchase, generation, sale, or rental of lead lists that it knows or should have known may include Iowa addresses and involves or involved solicitations relating to psychics, sweepstakes, or sweepstakes reports in its compilation or intended use. Without limiting the foregoing, this Assurance requires Respondent, while utilizing reasonable diligence, to ascertain the specific manner in which each entity seeking to market a lead list compiled the list, and to ascertain the specific manner in which each entity seeking to use a lead list intends to use it, and to refrain from participating in the marketing of any lead list (i) that includes Iowa residents, (ii) the compilation of which appears to have violated, or the proposed use of which would appear to violate, the CFA, and (iii) that involves or involved solicitations relating to psychics, sweepstakes, or sweepstakes reports in its compilation or intended use. For purposes of this paragraph:

"Psychic" refers to persons (actual or fictitious) that are presented in mailed solicitations or other solicitations to consumers as having psychic, clairvoyant, or other such special abilities.

"Sweepstakes" refers to sweepstakes, lotteries, drawings, prize promotions, contests, and all other means by which an entrant could win a prize.

"Sweepstakes reports" refers to reports, journals, or other summaries or compilations of opportunities to enter sweepstakes.

**IT IS FURTHER AGREED** that Respondent pay to the Iowa Attorney General the sum of \$40,000 to be deposited into the fund created by Iowa Code § 714.16A and used by the Attorney General for applicable consumer fraud enforcement efforts, half of such sum to be paid on or before the Effective Date, and the other half to be paid within thirty (30) days after the Effective Date.

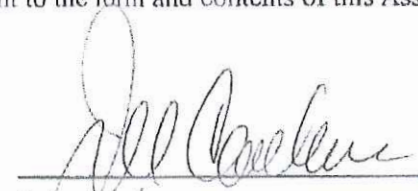
**IT IS FURTHER AGREED** that a violation of this Assurance is deemed a violation of the CFA for purposes of enforcement by the Attorney General, and that in any enforcement action in an Iowa District Court in which one or more violations of this Assurance are established by the Attorney General by a preponderance of the evidence, the Court shall apply the remedies provided in the CFA, in addition to any other remedies provided by law, provided, however, that it shall be a defense to such an action that a violation was isolated and inadvertent and occurred despite procedures and safeguards reasonably designed to prevent such violations.

**IT IS FURTHER AGREED** that Respondent shall comply with reasonable requests for Respondent's cooperation in connection with the Attorney General's efforts to enforce the CFA, and shall comply with reasonable requests from the Attorney General for information relating to compliance with this Assurance.


**IT IS FURTHER AGREED** that this Assurance constitutes a complete settlement and release by the State of Iowa of all claims under the CFA and/or the Older Iowans Act (Iowa Code § 714.16A) against, and any and all liability of, Respondent, its owners, officers, directors, agents, or employees for conduct (i) relating to issues that were raised or could have been raised during the Attorney General's inquiry into Respondent's conduct, and (ii) that occurred before the Effective Date.

The undersigned who have the authority to consent and sign on behalf of Respondent and the Attorney General of Iowa hereby consent to the form and contents of this Assurance.

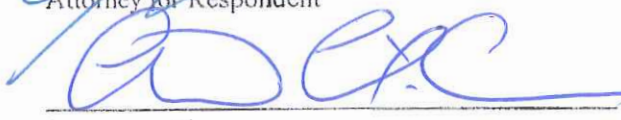
Date: 12/12/16

  
Julie Castellano  
SAVOY LIST MANAGEMENT [name, printed]  
For Saavoy List Management, Inc.

Date: 12/12/16

  
Andrew B. Lustigman  
Attorney for Respondent

Date: 12/20/2016

  
Steve St. Clair  
Assistant Attorney General